" ATM BG " d.o.o.
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13.02.2024.

UGOVOR **o iznajmljivanju teških motornih drezina sa potrebnom priključnom opremom i stručnim osobljem**	CONTRACT **for renting the heavy motor draisines with required attached equipment and proffesional personnel**
Zaključen dana 13.02.2024. godine između:	Concluded on 13.02.2024. year between:
1. China Railway Signal & Communication International Co., Ltd. Ogranak Beograd, sa sedištem u Majevička 2M, 11080 Beograd, PIB: 110760071, matični broj: 29507678, koga zastupa zakonski zastupnik Yang Xu (u daljem tekstu: **Naručilac**)	1. China Railway Signal & Communication International Co., Ltd. Ogranak Beograd, based in Majevicka 2M, 11080 Beograd, Tax ID: 110760071, identification number: 29507678, which is represented by legal representative Yang Xu (hereinafter reffered as **Customer**)
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2. „ATM BG“ d.o.o. Novi Beograd, sa sedištem u Bulevar Mihajla Pupina 127, 11070 Novi Beograd, PIB: 100829748, matični broj: 07745729, koga zastupa direktor Milan Petrović (u daljem tekstu: **Isporučilac**),	2. „ATM BG“ d.o.o. Novi Beograd, based in Bulevar Mihajla Pupina 127, 11070 Novi Beograd, Tax ID: 100829748, identification number: 07745729, which is represented by director Milan Petrović (hereinafter reffered as **Supplier**),
u daljem tekstu zajedno označeni kao **Ugovorne strane**.	Hereinafter collectively reffered to as: **Contractual parties**.
Uvodne odredbe	**Introductory provisions**
Ugovorne strane konstantuju: - Isporučilac je dostavio Naručiocu Ponudu za iznajmljivanje teških motornih drezina sa potrebnom priključnom opremom i stručnim osobljem broj 24003 Rev2 od 12.02.2024. godine, koja se nalazi u Prilogu ovog Ugovora i predstavlja njegov sastavni deo (Prilog 1);	Contractual parties agree: - Supplier submitted to the Customer an Offer for renting the heavy motor draisines with required attached equipment and proffesional personnel number 240003 Rev2 dated 12.02.2024. which is an attachment to this Contract and represents its integral part (Attachment 1);
- U slučaju bilo kakve nedoslednosti između Ponude i uslova ovog Ugovora, uslovi ovog Ugovora imaju prednost. - Komunikacija između Ugovornih strana obavljaće se pisanim elektronskim ili telefonskim putem od strane Direktora Projekta Ugovornih strana. Direktor Projekta	- In case of any inconsistency between the Offer and the terms hereof, the terms hereof shall prevail. - Communication between the Contracting Parties will be carried out via written e-mails or mobile phones, by the Project Directors of the Contracting Parties. Project

na strani Naručioca je: Mr. Zhu Yubao, email: crsc.xsxmb@gmail.com, telefon: 066-8885398, a na strani Isporučioca Direktor Projekta je Milan Janković, email: milan.jankovic@atmbg.rs/ office@atmbg.rs; telefon: 060/6578863.	Director on the Customer's side is: Mr. Zhu Yubao, email: crsc.xsxmb@gmail.com, phone number: 066-8885398, and on the Supplier's side the Project Director is Milan Janković, email: milan.jankovic@atmbg.rs/ office@atmbg.rs; telefon: 060/6578863.
Predmet Ugovora **Član 1.**	**Subject of the Contract** **Article 1**
Predmet ovog Ugovora jeste iznajmljivanje od strane Isporučioca teških motornih drezina sa odgovarajućom priključnom opremom i stručnim osobljem Naručiocu. Isporučilac se obavezuje da, u roku od 2 (dva) meseca od početka vršenja usluga čiji početak zavisi od roka ispunjenja uslova iz člana 4. ovog Ugovora, iznajmi Naručiocu 2 (dve) teške motorne drezine sa priključnim plato vagonima opremljenim dizalicama, vijkom za kablovske doboše (u daljem tekstu Kompozicije drezine) i potrebnim stručnim osobljem za upravljanje mašinama, a za potrebe transporta signalnih i telekomunikacionih materijala i opreme (signalnih stubova, ormana i sl.) i kablovskih creva na dobošima na Projektu koji izvodi Naručilac na železničkoj pruzi Novi Sad – Subotica na deonicama „Sajlovo – Kisač", Kisač – Lovćenac", „Žednik – Naumovićevo" i „Žednik – Bačka Topola", prema vođenju i instrukcijama Naručioca (u daljem tekstu: **Predmet Ugovora**). Jedna drezina sa stručnim osobljem biće smeštena u stanici Kisač, te će se kretanje vršiti u pravcu Sajlova i Lovćenca. Druga drezina sa stručnim osobljem biće smeštena u stanici Žednik, te će se kretanje vršiti u pravcu Naumovićeva i Bačka Topola.	The Subject of this Contract is renting by the Supplier to the Customer heavy motor draisines with required attached equipment and professional personnel. The Supplier undertakes that, within 2 (two) months from the beginning of the performing of services, which depends on the deadline for fulfilling the conditions from Article 4 of this Contract, rent to the Customer 2 (two) heavy motor draisines with attached flat wagons equipped with lifting cranes, cable drum dispensers (hereinafter referred to as Draisine compositions) and required professional personnel to operate the machinery, for transportation of signalling and telecommunication materials and equipment (signal poles, cabinets, etc.) and cable tubes on drums which is operated by the Customer on the Project Novi Sad – Subotica railway on the sections „Sajlovo – Kisač", „Kisač – Lovćenac", „Žednik – Naumovićevo" and „Žednik – Bačka Topola", according to the guidance and instructions of the Customer (hereinafter: **Subject of the Contract**). One draisine with professional personnel will be located in the Kisač station, and the movement will be made in the direction of Sajlovo and Lovćenac. The second draisine with professional personnel will be located at the Žednik station, and the movement will be made in the direction of Naumovićevo and Bačka Topola.

Maksimalna težina signalnih i telekomunikacionih materijala i opreme i kablovskih creva na dobošima je 1200 kg uz maksimalan dohvat tereta do 5m.	The largest weight of signal and telecommunication materials and equipment and cable hoses on drums is 1200 kg with a maximum load reach of up to 5m.
Brzina drezine se ograničava do 30 km/h uz instrukcije Naručioca.	The draisine speed will be stricted under 30 km/hour and follow the instruction of the Customer.
Isporučilac se obavezuje da iznajmi mašine i stručno osoblje koji su Predmet Ugovora u skladu sa Ponudom broj 24003 Rev2 od 12.02.2024. godine, koja se nalazi u Prilogu ovog Ugovora.	The Supplier undertakes to rent the machines and the professional personnel which are the Subject of the Contract in accordance with Offer No. 24003 Rev2 dated 12.02.2024. year, which is Attachment to this Contract.
Naručilac se obavezuje da za Predmet Ugovora koji iznajmljuje plati Isporučiocu cenu navedenu u članu 5. ovog Ugovora, na način kako je to definisano članom 7. ovog Ugovora.	The Customer undertakes to pay the price to the Supplier, for the Subject of the Contract that it rents, which is specified in Article 5 of this Contract in the manner defined in Article 7 of this Contract.
Član 2.	**Article 2**
Isporučilac se obavezuje da ustupi stručno osoblje Naručiocu za potrebe manevrisanja pomenutim teškim motornim drezinama koje su Predmet ovog Ugovora, a koje osoblje se sastoji od po 2 (dve) posade za jednu nedelju (za svaku kompoziciju drezine po jedna posada).	The Supplier undertakes to provide professional personnel to the Customer for the purposes of maneuvering the mentioned heavy motorized draisines that are the Subject of this Contract and which personnel consists of 2 (two) crew parties for one week (one crew for each Draisine composition).
Jednu posadu čine sledeći radnici: - 1 (jedan) pilot drezine; - 1 (jedan) dizaličar; - 2 (dva) operativna radnika/montera.	One crew party consists the following workers: - 1 (one) draisine pilot; - 1 (one) crane operator; - 2 (two) operation workers/fitters.
Obe posade u jednoj nedelji dodatno će opsluživati 2 (dva) terenska radnika/mehaničara.	Both crews in one week will additionally be served by 2 (two) field workers/mechanics.
Član 3.	**Article 3**
Maksimalno radno vreme radnika koji čine posadu za manevrisanje teškim motornim drezinama jeste do 12 (dvanaest) sati dnevno za sve angažovane resurse, na sledeći način: a) Redovno radno vreme iznosi maksimalno 8 (osam) časova po	The maximum working hours of the personeel which is the crew who maneuevering heavy motor draisines is up to 12 (twelve) hours per day for all engaged resourses, in following way:

jednoj smeni u šestodnevnoj radnoj nedelji koja obuhvata period od ponedeljka do subote;

b) Dodatno radno vreme iznosi maksimalno 4 (četiri) sata po jednoj smeni u šestodnevnoj radnoj nedelji koja obuhvata period od ponedeljka do subote;

c) Dodatno radno vreme iznosi maksimalno 12 (dvanaest) sati rada po jednoj smeni vikendom (nedeljom) i državnim praznicima;

d) U toku šestodnevne radne nedelje moguće je angažovanje u drugoj smeni umesto prve smene, po ceni prve smene (maksimalno 8 (osam) časova i dodatno radno vreme od maksimalno 4 (četiri) sati), maksimalno 2 smene u nedelji. Svaka naredna smena se računa po ceni dodatnog radnog vremena za svaki radni sat, a maksimalno 12 (dvanaest) sati.

Član 4.

Isporučilac iznajmljuje Naručiocu drezine i stručno osoblje koji su Predmet ovog Ugovora u periodu od 2 (dva) meseca od početka vršenja usluga, a koji rok kreće da teče od trenutka ispunjenja sledećih kumulativnih uslova:

- Obostranog potpisivanja ovog Ugovora od strane ovlašćenih predstavnika Ugovornih strana;
- Uplate avansa od strane Naručioca navedenog u članu 7. ovog Ugovora;
- Izdavanja pisane instrukcije od strane Direktora Projekta Naručioca u kojoj se navodi lokacija na koju je potrebno dostaviti drezine koje su Predmet ovog Ugovora;
- Isteka roka od 4 (četiri) radna dana od uplate avansa i izdavanja pisane instrukcije Direktora Projekta Naručioca o lokaciji na kojoj je potrebno dostaviti pomenute drezine, kako bi se blagovremeno dobilo odobrenje za korišćenje trasa od

a) Regular work hours are maximum 8 (eight) hours per shift in six-day work week from Monday until Saturday;

b) Additional work hours are maximum 4 (four) hours per shift in six-day work week from Monday until Saturday;

c) Additional work hours are maximum 12 (twelve) hours per shift on weekends (Sunday) and State holidays;

d) During six-day work week it is possible to engage in 2nd shift instead of 1st shift, by price for 1st shift (maximum 8 (eight) hours and additional work of maximum 4 (four) hours), maximum 2 shifts in a week. Every next shift in that period will be by price for additional work hours for every work hour, but maximum 12 (twelve) hours per shift.

Article 4

The Supplier is renting to the Customer the draisines and the proffesional personnel which are the Subject of this Contract in the period from 2 (two) months from the beginning of the performing of services, which period starts to apply from the moment of fulfillment of the following cumulative conditions:

- The mutual signing of this Contract by the authorized representatives of the Contracting Parties;
- Advance payment by the Customer specified in Article 7 of this Contract;
- Issuing of a written instruction from the Customer's Project Director specifying the location to which it is necessary to deliver the draisines that are the Subject of this Contract;

- within 4 (four) working days from the payment of the advance payment and the issuance of the written instruction of the Project Director of the Customer in which is specified location where the draisines need to be delivered, in order to obtain timely

strane Infrasktrukture Železnice Srbije.	approval for the use of the routes by the Infrastructure of the Serbian Railways.
Po ispunjenu gore navedena 4 (četiri) kumulativna uslova počinje da teče rok od 2 (dva) meseca za vršenje usluga koje su Predmet ovog Ugovora.	Upon fulfillment of the above-mentioned 4 (four) cumulative conditions, the term of 2 (two) months for the performing of services that are the Subject of this Contract begins to run.
Detaljan vremenski raspored čini Prilog 2 ovog Ugovora i predstavlja njegov sastavni deo (Prilog 2).	Detailed Time schedule is the Attachment 2 of this Contract and this is the integral part of this Contract (Attachment 2).
Ugovorna cena **Član 5.**	**Contract price** **Article 5**
Ugovorna cena iznajmljivanja drezina sa stručnim osobljem izražava se u evrima po 1 (jednom) satu rada drezine/stručnog osoblja.	The Contract price for renting the draisines with professional personnel is expressed in euros for 1 (one) hour of draisine/professional personnel work.
U skladu sa Ponudom Isporučioca broj 24003 Rev2 od 12.02.2024. godine, cena sata rada drezina i stručnog osoblja koji su Predmet ovog Ugovora je sledeća:	In accordance with the Supplier's Offer No. 24003 Rev2 dated 12.02.2024. year, the price of an hour of work of the draisines and professional personnel which are the Subject of this Contract is as follows:
A. Teška motorna drezina sa priključnim plato vagonom opremljenim dizalicom i vijkom za kablovske doboše – uračunati troškovi za gorivo - EUR 130.00 (slovima: stotrideset i 00/100 evra)	A. Heavy motor draisine with attached flat wagon equipped with lifting crane and cable drum dispenser – fuel costs included - EUR 130.00 (in letters: one hundred and thirty and 00/100 euros)
B. Pilot drezine a) redovno radno vreme maksimalno 8 časova po smeni u šestodnevnoj radnoj nedelji od ponedeljka do subote - EUR 27.70 (slovima: dvadesetsedam i 70/100 evra) b) dodatno radno vreme maksimalno 4 sata po smeni u šestodnevnoj radnoj nedelji od ponedeljka do subote, kao i dodatno radno vreme do maksimalno 12 sati po smeni državnim praznicima i nedeljom - EUR 34.90 (slovima: tridesetčetiri i 90/100 evra)	B. Draisine pilot a) regular work hours of maximum 8 hours per shift in six-day work week from Monday until Saturday - EUR 27.70 (in letters: twenty seven and 70/100 euros) b) additional work hours of maximum 4 hours per shift in six-day work week from Monday until Saturday, also additional work hours of maximum 12 hours per shift on State holidays and Sunday - EUR 34.90 (in letters: thirty four and 90/100 euros)

C. Dizaličar a) redovno radno vreme maksimalno 8 časova po smeni u šestodnevnoj radnoj nedelji od ponedeljka do subote - EUR 27.70 (slovima: dvadesetsedam i 70/100 evra) b) dodatno radno vreme maksimalno 4 sata po smeni u šestodnevnoj radnoj nedelji od ponedeljka do subote, kao i dodatno radno vreme do maksimalno 12 sati po smeni državnim praznicima i nedeljom - EUR 34.90 (slovima: tridesetčetiri i 90/100 evra)	C. Crane operator a) regular work hours of maximum 8 hours per shift in six-day work week from Monday until Saturday - EUR 27.70 (in letters: twenty seven and 70/100 euros) b) additional work hours of maximum 4 hours per shift in six-day work week from Monday until Saturday, also additional work hours of maximum 12 hours per shift on State holidays and Sunday - EUR 34.90 (in letters: thirty four and 90/100 euros)
D. Operativni radnik / Monter a) redovno radno vreme maksimalno 8 časova po smeni u šestodnevnoj radnoj nedelji od ponedeljka do subote - EUR 25.76 (slovima: dvadesetpet i 76/100 evra) b) dodatno radno vreme maksimalno 4 sata po smeni u šestodnevnoj radnoj nedelji od ponedeljka do subote, kao i dodatno radno vreme do maksimalno 12 sati po smeni državnim praznicima i nedeljom - EUR 32.46 (slovima: tridesetdva i 46/100 evra)	D. Operative worker / Fitter a) regular work hours of maximum 8 hours per shift in six-day work week from Monday until Saturday - EUR 25.76 (in letters: twenty five and 76/100 euros) b) additional work hours of maximum 4 hours per shift in six-day work week from Monday until Saturday, also additional work hours of maximum 12 hours per shift on State holidays and Sunday - EUR 32.46 (in letters: thirty two and 46/100 euros)
E. Terenski radnik / Mehaničar a) redovno radno vreme maksimalno 8 časova po smeni u šestodnevnoj radnoj nedelji od ponedeljka do subote - EUR 23.00 (slovima: dvadesettri i 00/100 evra) b) dodatno radno vreme maksimalno 4 sata po smeni u šestodnevnoj radnoj nedelji od ponedeljka do subote, kao i dodatno radno vreme do maksimalno 12 sati po smeni državnim praznicima i nedeljom - EUR 28.98 (slovima: dvadesetosam i 98/100 evra).	E. Field worker / Mechanic a) regular work hours of maximum 8 hours per shift in six-day work week from Monday until Saturday - EUR 23.00 (in letters: twenty three and 00/100 euros) b) additional work hours of maximum 4 hours per shift in six-day work week from Monday until Saturday, also additional work hours of maximum 12 hours per shift on State holidays and Sunday - EUR 28.98 (in letters: twenty eight and 98/100 euros).
Član 6.	**Article 6**
U cenu su uračunati troškovi smeštaja, ishrane i lokalnog prevoza i svi troškovi za angažovano stručno osoblje, kao i troškovi	The price includes the cost of accommodation, food and local transport, and all necessaries for the engaged

čuvanja mehanizacije koja se nalazi u vlasništvu Isporučioca na gradilištu. Naručilac neće platiti druge dodatne troškove, osim troškova naknade štete koju je prouzrokovao Naručilac Isporučiocu, u skladu sa članom 12. tačka 6. ovog Ugovora.	proffesional personnel and costs of safeguarding the machinery owned by the Supplier on the construction site. The Customer will not pay any extra charges, except for the costs of compensation for damage caused by the Customer to the Supplier, in accordance with Article 12 point 6 of this Contract.
Način plaćanja **Član 7.**	**Method of payment** **Article 7**
Naručilac se obavezuje da uplati avans u iznosu od 150.000,00 Evra (slovima: stopedesethiljadaevra i 00/100) u dinarskoj protivvrednosti po srednjem kursu NBS na dan izdavanja Predračuna, najkasnije 4 (četiri) radna dana pre početka vršenja usluga, na račun Isporučioca broj 205-519475-65 NLB Komercijalna banka, a nakon izdavanja Predračuna za uplatu avansa od strane Isporučioca.	The Customer undertakes to pay in advance payment the amount of 150.000,00 Euros (in letters: one hundred fifty thousand euros and 00/100) in the dinar equivalent at the mid-rate of the NBS on the day the Proforma Invoice is issued, no later than 4 (four) working days before the start of performing services, to the Supplier's account number 205-519475-65 NLB Komercijalna banka, and after issuing the Proforma Invoice for advance payment from the Supplier.
Isporučilac se obavezuje da izdaje Račune za izvršene usluge na 7 (sedam) kalendarskih dana od početka pružanja usluga, a na osnovu evidencije radnih sati i obostrano potpisanog Zapisnika o izvršenim uslugama od strane Direktora Projekta obe Ugovorne strane.	The Supplier undertakes to issue Invoices for the services performed for 7 (seven) calendar days from the beginning of performing services based on the record of working hours and a mutually signed Minutes of performed services by the Project Director of both Contracting Parties.
Po završetku pružanja usluga, Ugovorne strane obavezuju se da potpišu konačni Zapisnik o izvršenim uslugama, na osnovu čega će Isporučilac izdati Konačni račun za izvršene usluge.	Upon completion of performing services, the Contracting Parties undertake to sign the final Minutes of performed services, on the basis of which the Supplier will issue the Final Invoice for the services performed.
Ugovorne strane su dužne da potpišu dnevni Zapisnik o izvršenim uslugama najkasnije nakon 1. (jednog) dana od dana izdavanja Zapisnika potpisanog i overenog od strane Isporučioca, kao i nedeljni Zapisnik o izvršenim uslugama najkasnije nakon 1. (jednog) dana od dana izdavanja Zapisnika potpisanog i overenog od strane Isporučioca.	The Contracting parties are obliged to sign the daily Minutes of performed services no later than the 1 (one) day after the date of issuing of the Minutes of performed services signed and certified by the Supplier, as well as the weekly Minutes of performed services no later than the 1 (one) day after the date of issuing of the Minutes of performed services signed and certified by the Supplier.

U slučaju da Naručilac ne potpiše Zapisnike o izvršenim uslugama u rokovima koji su navedeni u prethodnom stavu, Zapisnici o izvršenim uslugama koji su dostavljeni, potpisani i overeni od strane Isporučioca smatraće se prihvaćenim, kao i Računi izdati na osnovu pomenutih Zapisnika.	In the event that the Customer does not sign the Minutes of performed services within the deadlines from the previous paragraph, the Minutes of performed services provided and signed by the Supplier is considered accepted, as well as the Invoices issued on the basis of it.
Naručilac se obavezuje da izvrši plaćanje Isporučiocu u roku od 14 (četrnaest) kalendarskih dana od izdavanja Računa od strane Isporučioca, na račun 205-519475-65 NLB Komercijalna banka.	The Customer undertakes to make payment to the Supplier within 14 (fourteen) calendar days from issuing of the Invoice by the Supplier, to the account 205-519475-65 NLB Komercijalna banka.
PDV će se obračunati prema važećim zakonskim propisima u Republici Srbiji.	VAT will be calculated according to the applicable legal regulations in the Republic of Serbia.
Avans uplaćen u skladu sa članom 7. ovog Ugovora podleže pravdanju kroz poslednji (ili poslednja dva) račun(a).	The advance paid in accordance with Article 7 of this Contract is subject to justification through the last (or last two) invoice(s).
Evidencija radnih sati **Član 8.**	**Record of working hours** **Article 8**
Stručno osoblje se sastoji od po 2 (dve) posade u toku jedne nedelje, od kojih po jedna posada ide za jednu kompoziciju drezine.	The professional staff consists of 2 (two) crew parties during one week, of which one crew party goes for one composition of the draisine.
Na čelu svake posade koja se sastoji od članova navedenih u članu 2. ovog Ugovora nalazi se po jedan Šef posade koji vodi dnevnu evidenciju radnih sati i potpisuje dnevne zapisnike o izvršenim uslugama zajedno sa imenovanim licima Naručioca navedenim u članu 9. ovog Ugovora.	At the head of each crew party consisting of the members listed in Article 2 of this Contract is a Crew Chief who keeps a daily record of working hours and signs the daily minutes of performed services together with the appointed persons of the Customer from the Article 9 of this Contract.
Naručilac se obavezuje da pre početka vršenja usluga pisanim putem imenuje 4 (četiri) zaposlena lica koja će, zajedno sa Šefovima posade koja su imenovana za Isporučioca, potpisivati i voditi dnevnu evidenciju radnih sati. Pisana izjava o imenovanju 4 (četiri) lica koja će potpisivati i voditi dnevnu evidenciju radnih sati je sastavni deo ovog Ugovora i čini Prilog 3 ovog Ugovora (Prilog 3).	The Customer also undertakes to appoint 4 (four) employees in writting before starting of performing the services who, together with the crew chiefs appointed for the Supplier, will sign and keep the daily minutes of works. The written statement with the appointment of 4 (four) persons who will sign and keep the daily record of working hours is an integral part of this Contract and it is Atttachment 3 of this Contract (Attachment 3).

Član 9.	**Article 9**
Na strani Isporučioca, imenovana su 4 (četiri) Šefova posade, po jedan za svaku posadu, i to: Šef I posade: Reža Petar, Šef II posade: Krstić Simo, Šef III posade: Ranković Mirko, Šef IV posade: Đukić Dragan.	On the Supplier's side, 4 (four) crew chiefs have been appointed, one for each crew, namely: crew chief I: Reža Petar, crew chief II: Krstić Simo, crew chief III: Ranković Mirko, crew chief IV: Đukić Dragan.
Član 10.	**Article 10**
Evidencija radnih sati vodi se na dnevnom nivou. Imenovana lica Naručioca i Isporučioca iz člana 9. ovog Ugovora obavezuju se da vode dnevnu evidenciju radnih sati i svaki dan potpisuju Zapisnik u kome se konstantuje broj radnih sati mašina i stručnog osoblja za taj dan. Na osnovu dnevnih evidencija radnih sati koje su potpisane od strane imenovanih lica iz člana 9. ovog Ugovora, Direktori Projekta obe Ugovorne strane imenovane u Uvodnim odredbama ovog Ugovora jednom nedeljno prave i potpisuju Zapisnik o izvršenim uslugama koji služi kao osnova za izdavanje Računa za izvršene usluge od strane Isporučioca. Za dva terenska radnika/mehaničara koji opslužuju dve posade Isporučioca, evidencija radnih sati vodi se na nedeljnom nivou i ta evidencija se unosi u nedeljni Zapisnik koji potpisuju Direktori Projekta.	Records of working hours are kept on a daily basis. The appointed persons of the Customer and the Supplier from Article 9 of this Contract undertakes to keep a daily minutes of performed services and sign the Minutes every day, in which they will constant the number of working hours of machines and professional personnel for that day. On the basis of the daily records of working hours signed by the appointed persons from Article 9 of this Contract, the Project Directors of both Contracting Parties named in the Introductory Provisions of this Contract once a week prepare and sign a Minutes of performed services that serves as the basis for issuing Invoices for services performed by the Supplier. For two field workers/mechanics serving two Supplier crews, records of working hours are kept on a weekly basis and these records are entered in the weekly Minutes signed by the Project Directors.
Član 11.	**Aritcle 11**
U slučaju da jedna ili više kompozicija sa osobljem bude angažovana manje od 8 (osam) časova ili ne bude angažovana uopšte, fakturisanje će se vršiti za radno vreme od 8 (osam) časova za taj dan, po kompoziciji i posadi. Radno vreme duže od 12 (dvanaest) sati je moguće ostvariti uvođenjem dopunske	In case that one or more Draisine compositions with crew parties is engaged for less than 8 (eight) hours or is not engaged at all, invoicing will be done for the working day of 8 (eight) hours for that day, per composition and crew. Working hours longer than 12 (twelve) hours can be achieved by introducing an additional

smene, što je, zbog ograničenja trajanja radne smene prema Zakonu o radu Republike Srbije, moguće izvesti samo promenom svih posada. Ovakva vrsta dodatnog angažovanja odvijala bi se u noćnoj smeni i definisala bi se po drugačijim cenama, a što bi u tom slučaju bilo definisano aneksom ovog Ugovora.

Prelazak iz dnevne u noćnu smenu je moguće obaviti u toku nedelje u razmaku od 24 (dvadesetčetiri) sata, odnosno po okončanju dnevne smene, noćna smena može početi tek narednog dana. Prelazak iz noćne smene u dnevnu je moguće izvršiti samo u prelazu nedelje na ponedeljak, kada će se izvršiti zamena posada angažovanih na pružanju usluga. Ako se prelazak iz noćne smene vrši u toku kalendarske nedelje, vremenski interval između kraja noćne smene i početka dnevne smene ne sme biti manji od 24 (dvadesetčetiri) sata, s tim što se naplaćuje radno vreme od 8 (osam) sati (kako je definisano u prethodnim napomenama) za period između dve smene. U suprotnom, neophodno je angažovanje dopunske posade gde bi se postupalo po proceduri opisanoj u prethodnom stavu.

Obaveze Naručioca

Član 12.

Naručilac se obavezuje da:

- plati Isporučiocu iznajmljivanje drezina i stručnog osoblja koje su Predmet ovog Ugovora u iznosu i na način kako je to propisano članovima 5. i 7. ovog Ugovora;

- čuva i koristi teške motorne drezine Isporučioca sa potrebnom priključnom opremom i stručnim osobljem sa profesionalnom pažnjom i pažnjom dobrog domaćina;
- Obezbedi prisustvo svojih zaposlenih imenovanih za vođenje i potpisivanje dnevnih evidencija radnih sati tokom pružanja usluga i vodi evidenciju sati

shift, which, due to the limitation of the duration of the work shift according to the Labour Law of the Republic of Serbia, can only be achieved by changing all crews. This type of additional engagement is in the night shift and would be defined at different prices, which would be specified in the Annex to this Contract.

The transition from the day shift to the night shift is possible during the week with a 24-hour interval, meaning that the night shift can commence on the following day after the completion of the day shift. The transition from the night shift to the day shift can only occur during the transition from Sunday to Monday when the crews engaged in the performing services will be replaced. If the transition from the night shift occurs during the calendar week, the time interval between the end of the night shift and the beginning of the day shift must not be less than 24 (twenty four) hours, however, an 8-hour working time will be charged (as defined in the previous notes) for the period between the two shifts. Otherwise, additional crew deployment is required and it is necessary to follow the procedure mentioned in the previous paragraph.

Obligations of the Customer

Article 12

The Customer undertakes to:

- Pay to the Supplier renting the draisines and the professional personnel which are the Subject of this Contract in the amount and in method like that is mentioned in the Articles 5. and 7. of this Contract;
- keeps and uses heavy motor draisines from the Supplier with the required attached equipment and professional personnel with professional attention and the attention of a good host;
- Ensures the presence of his employees appointed to keep and sign the daily records of working hours during performing services and

rada na dnevnom nivou, kao i na nedeljnom nivou;	keeps records of working hours on a daily basis, as well as on a weekly basis;
- Neće davati na korišćenje ili u podzakup trećim licima drezine koje su Predmet ovog Ugovora;	- not provide for use or sublease to third parties the draisines that are the Subject of this Contract;
- Da potpisuje Zapisnike o izvršenim uslugama zajedno sa Isporučiocem;	- To sign the Minutes of performed services together with the Supplier;
- Ukoliko Naručilac načini štetu na drezinama koje su Predmet ovog Ugovora, dužan je da nadoknadi Isporučiocu štetu koja je prourokovana upotrebom Naručioca;	- If the Customer causes damage to the draisines that are the Subject of this Contract, he is obliged to compensate the Supplier for the damage that was predicted by the Customer's use;
- Ugradi GPS u svaku drezinu za potrebe rada na objektu uz prisustvo stručnog lica Isporučioca, kako bi se ista ugradila bezbedno i ne uticala na ispravnost drezine, kao i da predmetnu opremu ukloni bezbedno nakon završetka pružanja usluga;	- Install GPS in each draisine for the needs of work on the facility with the presence of an expert from the Supplier, so that it is installed safely and does not affect the correctness of the draisine, and also to remove the equipment safely after the completion of performing services;
- Najavi pismeno najmanje 5 (pet) radnih dana ranije o potrebi angažovanja na projektu, kako bi Isporučilac mogao da obezbedi transport mehanizacije i ljudstva na objekat;	- Announce in writing at least 5 (five) working days in advance of the need to engage in the project, so that the Supplier can ensure the transportation of machinery and personnel to the site;
- Obezbedi prolaz i vrši svu komunikaciju sa zainteresovanim stranama na projektu/objektu i obezbedi pravovremeno puteve vožnje na projektu/objektu uključujući prekretanje skretnica;	- Provide passage and carry out all communication with interested parties on the project/facility and provide timely driving routes on the project/facility, including the crossing of switches;
- Bilo koje dodatne zahteve vezane za produžetak angažovanja najavi minimum 2 (dva) radna dana ranije pisanim putem;	- Any additional requests related to the extension of engagement must be announced at least 2 (two) working days in advance in writing;
- Zajednički, u saradnji sa Isporučiocem, uređuje način obezbeđenja mere bezbednosti i zdravlja na radnom mestu gde se pružaju usluge i koriste iznajmljene mašine, u skladu sa odredbama Pravilnika o bezbednosti i zdravlja na radu ("Službeni glasnik RS" broj 35/2023), Pravilnika o zaštiti na radu pri izvodenju građevinskih radova ("Službeni glasnik RS" broj 53/97) i Uredbe o bezbednosti i zdravlju na radu na privremenim ili pokretnim	- Jointly, in cooperation with the Supplier arrange the way to ensure safety and health measures at the site where the services are performed and rented machines are used, in accordance with the provisions of the Rulebook on Safety and Health at Work („Official Gazette of RS" no. 35/2023), the Ordinance on occupational safety during construction works („Official Gazette of the RS" number 53/97) and the Regulation on safety and

gradilištima ("Službeni glasnik RS" broj 14/09, 95/10, 98/18 i 35/23).	health at temporary or mobile construction sites („Official Gazette of the RS" number 14/09, 95/10, 98/18 and 35/23).
Član 13.	**Aritcle 13**
Ukoliko Naručilac ne plati iznajmljivanje drezina i stručnog osoblja koji su predmet ovog Ugovora u roku od 14 (četrnaest) kalendarskih dana od ispostavljanja Računa na način kako je definisano u članu 7. ovog Ugovora, Isporučilac ima pravo da raskine Ugovor i povuče sve svoje drezine zajedno sa priključnom opremom i stručnim osobljem sa projekta/gradilišta. Isporučilac će vratiti preostali, neopravdani avans koji je uplatio Naručilac nakon odbijanja dospelog plaćanja (ako ga ima), kao i odbijanja ukupne vrednosti izvršenih usluga i troškova koji proizilaze iz njih od datuma prethodno izvršenih fakturisanih i nenaplaćenih usluga, do dana raskida Ugovora.	If the Customer does not pay the rent for the draisines and professional personnel that are the Subject of this Contract within 14 (fourteen) calendar days from issuing the Invoice in the manner defined in the Article 7 of this Contract, the Supplier has the right to terminate the Contract and withdraw all its draisines together with attached equipment and professional personnel from the project/construction site; meanwhile, the Supplier will return the remaining, unjustified advance payment made by the Customer after the deduction of the due payment (if any), as well as the deduction of the total value of the performed services and the costs arising from them from the date of the previously performed invoices and unpaid services, until the day of termination of the Contract.
Prekid ili zastoj u korišćenju iznajmljenih drezina i stručnog osoblja koji nastanu za Naručioca, a nisu u vezi sa radom drezina ili stručnog osoblja Isporučioca, ne ograničavaju Isporučioca da sate rada i korišćenja drezina i osoblja naplati. S tim u vezi, Naručilac se obavezuje da isplati sate rada iznajmljenih drezina i stručnog osoblja iako iznajmljene drezine ili stručno osoblje nisu korišćeni zbog zastoja ili prekida rada za koje nije odgovoran Isporučilac. Ovo se ne odnosi na situaciju više sile.	Interruption or stoppage in the use of rented attached equipment and professional personnel that caused by the Customer, and which are not related to the work of the rented attached equipment or professional personnel of the Supplier, does not limit the Supplier to charge for hours of work and use of attached equipment and professional pesonnel. In this regard, the Customer undertakes to pay the hours of work of the rented draisines and professional personnel, even if the rented draisines or professional personnel were not used due to stoppages or work interruptions for which the Supplier is not responsible. The above-mentioned paragraph does not apply to the force majeure.
Obaveze Isporučioca	**Obigations of the Supplier**
Član 14.	**Article 14**
Isporučilac se obavezuje da:	The Supplier undertakes to:

- preda Naručiocu teške motorne drezine sa potrebnom priključnom opremom i stručnim osobljem za period koji je naveden u članu 4. ovog Ugovora; - da teške motorne drezine preda u ispravnom stanju, spremne za upotrebu i korišćenje za potrebe pružanja predmetnih usluga, kao i da popravi gore pomenute drezine kada dođe do kvarova koje nije prouzrokovao Naručilac, o sopstvenom trošku, bez ikakvog kašnjenja u rasporedu. Ukoliko nastane ozbiljan kvar na drezini koji se ne može otkloniti na licu mesta, potrebno je da Isporučilac zameni drezinu i obezbedi blagovremeno izvršenje usluga koje su Predmet ovog Ugovora; - obezbedi prisustvo svojih zaposlenih kao i lica imenovanih za potpisivanje i vođenje precizne evidencije sati rada na dnevnom nivou, kao i na nedeljnom nivou; - da potpisuje Zapisnike o izvršenim uslugama zajedno sa Naručiocem; - da zajedno sa Naručiocem vodi i stara se o bezbednosti i zdravlju na radu zaposlenih lica koji su angažovani u svojstvu posade za upotrebu iznajmljenih teških motornih drezina; - o svom trošku, izvrši osiguranje svojih radnika, drugih angažovanih lica i mehanizacije.	- handover to the Customer the heavy motor draisines with the required attached equipment and professional personnel for the period specified in Article 4 of this Contract; - handover the heavy motor draisines in proper condition, ready for use and for the purposes of performing the services, to repair the above-mentioned equipment once there are breakdowns or malfunctions not caused by Customer, at Suppler's own expense, without any dely of the schedule. If there is a serious malfunction of the draisine that cannot be repaired on the spot, it is necessary for the Supplier to replace the draisine and ensure the timely performance of the services that are the Subject of this Contract; - ensure the presence of its employees, as well as persons appointed to sign and keep precise minutes of works on a daily basis, and on a weekly basis; - sign the Minutes of performed services together with the Customer; - together with the Customer, the Supplier manages and takes care of the safety and health at work of employees who are engaged as crew for the use of rented heavy motor draisines; - at his own expense, carry out insurance of his workers, other hired persons and machinery.
Član 15. Isporučilac ne snosi odgovornost za čuvanje i manipulaciju materijala Naručioca koji se prevozi na iznajmljenoj mehanizaciji Isporučioca, kao ni za materijal, opremu i sl. koji se nalazi van mehanizacije Isporučioca. Isporučilac je odgovoran za skladištenje i nadzor svoje mehanizacije. **Primopredaja drezina i potpisivanje Zapisnika o izvršenim uslugama**	**Article 15** The Supplier is not responsible for the storage and manipulation of the Customer's material that is transported on the Supplier's rented machinery, as well as for the material, equipment, etc. located outside the Supplier's machinery. The Supplier is responsible for the storage and monitoring all his machinery. **Handover of the draisines and signing of the Minutes of performed services**

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Član 16.	**Article 16**
U roku od 1. (jednog) dana od završetka pružanja usluga, ovlašćena lica Ugovornih strana navedena u Uvodnim odredbama ovog Ugovora obavezuju se da potpišu Konačni Zapisnik o izvršenim uslugama, na osnovu čega će Isporučilac izdati Konačni Račun za izvršene Usluge.	Within 1 (one) day from the end of the performing services, authorized persons of the Contracting Parties named in the Introductory Provisions of this Contract undertake to sign the Final Minutes of performed services, on the basis of which the Supplier will issue the Final Invoice for the services performed.
U slučaju da Naručilac ne potpiše Konačni Zapisnik o izvršenim uslugama u roku koji je naveden u prethodnom stavu, Konačni Zapisnik o izvršenim uslugama koji je dostavljen i potpisan od strane Isporučioca smatraće se prihvaćenim, kao i Konačni Račun izdat na osnovu pomenutog Zapisnika.	In the event that the Customer does not sign the Final Minutes of performed services within the deadline from the previous paragraph, the Final Minutes of performed services provided and signed by the Supplier is considered accepted, as well as the Final Invoice issued on the basis of it.
Poverljive informacije	**Confidential informations**
Član 17.	**Article 17**
Ugovorne strane se obavezuju da poštuju poverljivost informacija za potrebe ovog Ugovora i daljih sporazuma, uključujući sav materijal, dokumenta, ideje, mišljenja, planove, informacije vezane za projekte, odnosno druge poverljive informacije nastale u vezi sa pružanjem usluga, a koje se mogu zloupotrebiti u bezbednosnom smislu.	The Contracting parties undertake to respect the confidentiality of information for the purposes of this Contract and further agreements, including all material, documents, ideas, opinions, plans, information related to projects, i.e. other confidential information generated in connection with performing services, which may be misused in terms of security.
Raskid Ugovora	**Contract Termination**
Član 18.	**Article 18**
Ovaj Ugovor se raskida u sledećim slučajevima: - ako Ugovorne strane ne ispunjavaju ugovorne obaveze prema ovom Ugovoru, u roku koji je utvrđen ovim Ugovorom ili se osnovano može očekivati da iste neće ispuniti u roku; - ukoliko jedna od Ugovornih strana načini bitnu povredu obaveza koje proističu iz ovog Ugovora; - Ukoliko Naručilac ne plati izdat	This Contract is terminated in the following cases: - if the Contracting Parties do not fulfill their contractual obligations under this Contract, within the time limit established in this Contract, or it can reasonably be expected that they will not fulfill their obligations within the time limit; - if one of the Contracting Parties commits a material breach of the obligations arising from this Contract;

Račun u roku od 14 (četrnaest) kalendarskih dana od dana izdavanja Računa; - Ako Naručilac ne potpisuje/odbija da potpisuje dnevne i nedeljne Zapisnike o izvršenim uslugama, kao i konačni Zapisnik o izvršenim uslugama ili ih ne potpiše u roku navedenom u članu 7, stav 4 i stav 5 ovog Ugovora. Ugovor se raskida izjavom u pisanoj formi koja se dostavlja drugoj ugovornoj strani, sa otkaznim rokom od 15 (petnaest) dana od dana dostavljanja izjave. Izjava mora da sadrži osnov za raskid Ugovora. **Prilozi** **Član 19.** Sastavni deo ovog Ugovora čini: - Ponuda Isporučioca broj 24003 Rev2 od 12.02.2024. godine; - Detaljan vremenski raspored pružanja usluga; - Pisana izjava Naručioca o imenovanju zaposlenih lica zaduženih za vođenje i potpisivanje evidencije dnevnih sati rada. **Stupanje Ugovora na snagu** **Član 20.** Ugovor stupa na snagu danom potpisivanja od strane ovlašćenih predstavnika Ugovornih strana i važi do dana isteka roka od 2 (dva) meseca od dana početka vršenja usluga koje su Predmet ovog Ugovora, odnosno 2 (dva) meseca od ispunjenja kumulativnih uslova iz člana 4. ovog Ugovora. **Izmene i dopune Ugovora** **Član 21.**	- If the Customer does not pay the issued Invoice within 14 (fourteen) calendar days from the day of issuing the Invoice; - If the Customer does not sign/refuses to sign the daily and weekly Minutes of the performed services, as well as the final Minutes of the performed services or does not sign them within the period specified in Article 7, paragraph 4 and paragraph 5 of this Contract. The Contract is terminated by a written statement delivered to the other contracting party, with a notice period of 15 (fifteen) days from the day of delivery of the statement. The statement must contain the grounds for termination of the Contract. **Attachments** **Article 19** Integral part of this Contract is: - Offer of the Supplier number 24003 Rev2 dated 12.02.2024. year - Detailed time schedule for performing services; - Written statement of the Customer on the appointment of the employees for keeping and signing records of daily working hours. **Validity of Contract** **Article 20** This Contract is valid when it is signed by authorized representatives of the Contracting parties and is valid until the expiry of the period of 2 (two) months from the day of the start of the performing of services that are the Subject of this Contract, i.e. 2 (two) months from the fulfillment of the cumulative conditions from Article 4 of this Contract. **Amendments to the Contract** **Article 21**

Izmene i dopune ovog Ugovora biće punovažne samo ako su sačinjene u pisanoj formi, uz obostranu saglasnost Ugovornih strana, o čemu će biti sačinjen Aneks Ugovora.

Tumačenje i Rešavanje sporova

Član 22.

Na ovaj Ugovor primenjuje se srpsko materijalno pravo.

Ovaj Ugovor sačinjen je na sprskom i na engleskom jeziku. U slučaju neslaganja između srpske i engleske verzije ovog Ugovora, verzija na srpskom jeziku imaće prednost.

Ugovorne strane su saglasne da će sve eventualne sporove iz ili u vezi sa ovim Ugovorom pokušati da reše sporazumno, a u protivnom nadležan će biti Privredni sud u Beogradu.

Član 23.

Ovaj Ugovor je sačinjen u 4 (četiri) istovetna primerka, od kojih su po 2 (dva) primerka za svaku od Ugovornih strana.

Naručilac

Zakonski zastupnik Yang Xu

Isporučilac

Direktor Milan Petrović

Amendments to this Contract will be valid only if they are made in writing, with the mutual consent of the Contracting Parties, which will be made in the Annex to the Contract.

Interpretation and Dispute Resolution

Article 22

This Contract is governed by Serbian substantial laws.

This Contract is made in Serbian and in English language. In case of discrepancy between the Serbian and English version of this Contract, the Serbian language version shall prevail.

Contractual parties agree that all potential disputes about or in relation to this Contract will try to resolve by mutual agreement; otherwise, the Commercial Court in Belgrade will will be competent.

Article 23

This Contract is made in 4 (four) identical copies, of which 2 (two) copies are for each of the Contractual parties.

The Customer

Legal representative Yang Xu

The Supplier

Director Milan Petrovic